

MASTER AGREEMENT
BETWEEN
THE ENGADINE CONSOLIDATED SCHOOLS CHAPTER
OF
THE MICHIGAN EDUCATION ASSOCIATION
AND
THE BOARD OF EDUCATION
OF
ENGADINE CONSOLIDATED SCHOOLS
ENGADINE, MICHIGAN

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EDUCATION ASSOCIATION

1. This agreement entered into this 23rd day of November 2004, by and between the Board of Education of the Engadine Consolidated Schools, hereinafter called the "Board" and the Engadine Education Association/NMEA/MEA/NEA, hereinafter called the "Association".
2. The Board of Education and Association, following extended deliberate negotiations, have reached certain understandings, which they desire to memorialize. In consideration of the following mutual covenants, it is hereby agree as follows:

ARTICLE I

RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive bargaining agent for all certified employees within the unit who are under contract with the Board and employed in the regular school year day programs in the following positions:

All certified classroom teachers, librarians, guidance counselors, art, music, physical education, reading and special education teachers, under contract with the Board in regular K-12 daytime education programs. Excluding administration personnel: Superintendent, Assistant Superintendent, Principals, Assistant Principals, Business Managers, Director of School and Community Relations, Director of Vocational Education, Per diem personnel, Pre-school teachers, substitute teachers, summer school teachers, aides, school nurses, office and clerical personnel, maintenance and custodial personnel and all other employees of the Board or any other employer.

The term "teacher", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining unit as defined above.

The term "Board" when used hereinafter shall refer to the Board of Education and its administrative agents.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every Certified Teacher of the Board shall have the rights freely to organize, join and support the Association for the purpose of engaging in collective bargaining, professional negotiations, and for mutual aid and protection to provide a quality education for the students of Engadine Consolidated Schools. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board agrees that it will not discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict any teacher rights he may have and the Michigan General School Laws or other laws and regulations.
- C. The Association and its representatives shall have the right to use school buildings to conduct association business at all reasonable hours for meetings. However, no Association meetings will be held while school is in session.
- D. Duly authorized representatives of the Association and their recognized affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not be while school is in session.
- E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use and upon approval of the Superintendent of Schools. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- F. The Association shall have the right to post notices of activities and matters of Association concern on teachers bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mailboxes for communications to teachers.
- G. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, and such other information as will assist the Association.
- H. The Board agrees to furnish upon request to the Association prior to the opening of school copies

of all individual salary and service agreements, including total payment for extra-curricular activities, of tenure teachers and contracts of non-tenure teachers for validation by members designated by the Association in terms of this contract.

- I. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- J. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- K. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all certified teachers under contract regardless of race, creed, sex, marital status or national origin.

ARTICLE III

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but, without limiting the generality of the foregoing, the right:
- 1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 - 2) To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
 - 3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - 4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
 - 5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and condition of employment.
- B. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection wherewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE IV

ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Dues, Assessments and Contributions to the Association.

Pursuant to such authorization, the Board shall deduct one-ninth of such dues, assessments and contributions from the regular salary check of the teacher each month for nine (9) months, beginning in October and ending in May of each year. (Any teacher who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-ninth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the teacher taking any paid leave of absence or sick leave provided for in this contract.)

- B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of the teacher and make appropriate remittance for annuities, credit union, saving bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
- C. This article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

ARTICLE V

TEACHING HOURS

- A. The teacher day shall be from 8:17 A.M. to 3:16 P.M. unless requested to remain by the school administration. All teachers shall be at their assigned area by 8:17 A.M.
- B. All Elementary Teachers shall be entitled to a duty free uninterrupted lunch period equivalent to a regular class hour; but in no event less than forty (40) minutes, 4 days per week.
- C. All teachers shall be allowed a 30-minute duty free lunch period when noon supervision is required. A teacher shall not be scheduled for noon supervision more than once every week. On the days a teacher is assigned noon supervision, the assigned teacher (s) shall receive a lunch paid for by the Board.
- D. Elementary teachers will be provided two fifteen-minute relief periods per day. In addition, elementary teachers may use for preparation, all time during which their classes are receiving instruction from various teacher specialists. Elementary teachers will not be required to have more student contact time than high school teachers. Student contact time is defined as classroom instruction and study time.
- E. Elementary teachers shall be compensated eighteen dollars (\$18) per hour if they are required to teach during the time that their classes are scheduled to receive instruction from various teacher specialists.
- F. For the purpose of conducting day-to-day operations, short periodic staff meetings will be standard operating procedure.
- G. Teachers shall be free to leave the building at times when they are not assigned to a specific classroom assignment. Any teacher who does leave the building must notify the principal or his/her designee that he/she will be away from the building.

ARTICLE VI

EMERGENCY SCHOOL CLOSINGS

If at any time during the life of this agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities, such as due to storms, fires, epidemics or health conditions or other Acts of God; bargaining unit members shall be excused from reporting to duty without loss of pay, and days lost due to school closing under the foregoing circumstances shall not be made up.

The school calendar as set forth in Appendix C may not be altered without agreement of the Association except as hereinafter set forth:

1. The additional days of student instruction over one hundred eighty-two (182) student days are scheduled only as make-up days in the event that school closings are necessitated which otherwise would reduce the days of student instruction below one hundred eighty (180) days.
2. Make-up days shall be addressed in Appendix C.
3. If instruction days need to be made up, the Board will pay the sixth, eighth, and tenth make-up day. All other days will be made up without additional pay.

Example:

- (a) 1st and 2nd days of instruction missed - do not need to be made up under current law
- (b) 3rd, 4th, and 5th days - no additional pay
- (c) 6th day - Board will pay additional day's work
- (d) 7th day - no additional pay
- (e) 8th day - Board will pay additional day's work
- (f) 9th day - no additional pay
- (g) 10th day - Board will pay additional day's work
- (h) All days beyond ten - no additional pay

ARTICLE VII

TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load in the senior and junior high school will be 30 teaching periods and minimum of 5 unassigned preparation periods. The normal teaching load for secondary teachers will be a maximum of 5 separate preparations. If it is agreeable with the individual teacher involved, any teacher assigned 6 preparations shall receive 5.0% of the base salary for the additional preparation.
- B. The parties agree that pupils are entitled to be taught by teachers who are working within their area of competence. Teachers shall not be assigned, except for good cause, outside the scope of their teaching certificate or their major or minor field of study.
- C. Teachers who may be affected by a change in grade assignments in the elementary school grades will be notified and consulted by their principals as soon as practical and prior to July 1st. Reasonable effort will be made to avoid reassigning elementary school teachers to different grade levels, unless the teacher requests such change.
- D. Any changes to be made in assignments of secondary teachers after July 1st, must meet with the approval of the teacher involved, unless it is within a subject area in which the teacher is properly certified.
- E. All teacher contracts shall state position as to grade levels, subject areas and building.
- F. The Board shall provide time during the pre-school inservice to present updates on the ESEA guidelines according to the criteria of the ESEA Act of 2001. In addition, time will be available during the same meeting to review teacher compliance and requirements to be "Highly Qualified".

ARTICLE VIII

TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that the recommended class size should be as follows:

Recommended class size:

Kindergarten.....20 pupils
Elementary School Grades.....25 pupils

The recommended class size per teacher in the secondary schools shall be as follows:

| | |
|--------------------|--|
| English | |
| General Education | |
| Social Studies | |
| Mathematics | |
| Science | 25 pupils |
| Language | |
| Business | |
| Typing | |
| Speech | 20 pupils |
| Chemistry | 16 pupils |
| Industrial Arts | 16 pupils |
| Drafting | 20 pupils |
| Vocational Shop | 20 pupils |
| Homemaking | 18 pupils |
| Music | 25 pupils |
| Art | 25 pupils |
| Physical Education | 40 pupils full gym 30 pupils half gym |

If a kindergarten class exceeds 15 students, a teacher aide will be provided at the request of the teacher. If the class exceeds 28 students, it shall be split.

If a lower elementary class exceeds 26 students or an upper elementary class exceeds 28 students, the teacher shall be entitled to an aide.

If any teacher has a class that exceeds recommended class size, the teacher or the Association may request a class size committee to meet to consider a solution to the problem. The class size committee shall consist of two teachers selected by the EEA and two administrators selected by the Superintendent. The decision of this committee shall be final.

- B.
 - 1. The parties recognize that appropriate texts, library reference facilities, maps and globes, laboratory, shop, audiovisual, athletic, and band equipment, art supplies, current periodicals, standard test and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer for the purpose of improving the selection and use of such educational tools. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained whenever financially feasible.
 - 2. The parties recognize that certain classes need adequate funds to provide for consumable materials and to acquire and maintain durable goods and equipment.
- C. Under no conditions shall a teacher, under Schedule A be required to drive a school bus as part of his regular assignment.
- D. If an aide is requested and a teacher is eligible for an aide under Section A of this Agreement, and an aide is not hired within thirty (30) calendar days of the request, the teacher shall be reimbursed for the times which the classes exceed the class size, a sum equal to 1/30 (one-thirtieth) their regular annual salary for each student exceeding the class size limit.
- E. When pupils classified as E.I. (Emotionally Impaired) or L.D. (Learning Disabled) as assigned by an I.E.P.C. (Individual Educational Planning Committee) are assigned to a classroom they shall count as two students for the purposes of this contract. Any other pupil who is mainstreamed and has special problems shall be considered on an individual basis through the I.E.P.C. placement process. A classroom teacher who has the student shall be included in the I.E.P.C. Any placement under this provision that affects the teacher's maximum student load shall, upon request of the teacher, be directed for resolution through the class size committee.
- F. The Board shall make available one room, appropriately furnished, which shall be reserved for use as a faculty lounge, and accessible at all times. Smoking will not be allowed in the faculty lounge.
- G. Telephone facilities shall be made available to teachers for their reasonable use.
- H. Adequate designated parking facilities shall be made available to teachers for their reasonable use.
- I. All coaching assignments are voluntary, and therefore non-tenured positions. Coaches will be evaluated annually by the Athletic Director. Absence of evaluation indicates satisfaction.
- J. A Class Advisor Committee shall be established to set guidelines for all class sponsored activities. This committee shall consist of 3 teachers chosen by the Association; 2 Board Members chosen by

the Board; 1 Administrator chosen by the Administration and 3 students chosen by the Student Council. This committee shall submit their proposed guidelines to the Board at the Board's regularly scheduled meeting. If the Board does not agree with the proposed guidelines then the items under dispute will be sent back to the committee for consideration and if necessary possible revision. When the Board adopts these guidelines they will be incorporated into the Board's Operating and Procedures Policy.

- K. The supervision of teachers is to be conducted by the building principal(s) or the superintendent. In their absence, a designee will be appointed.

ARTICLE IX

VACANCIES, PROMOTIONS AND TRANSFERS

- A. A vacancy is:
- 1) Any newly created position, including those created by expanding a program;
 - 2) Any position or anticipated position created by a member leaving that position for 30 calendar days or longer.
- B. Whenever any vacancy in any professional position or a new opening in the district shall occur, the Board shall immediately publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled except on a temporary basis in case of emergency until such vacancy shall have been posted for at least fifteen calendar days.
- C. Any certified teacher may apply for such vacancy. In filling such position the Board agrees to give the due weight to the professional background and attainments of all qualified applicants, the years of teaching experience, length of time each has been in the school system of the district and other relevant factors. The decision of the Board as to the filling of such vacancies shall be final.
- D. Incoming teachers shall receive up to 7 years credit taught with a valid teaching certificate. Any teacher with more than seven years of valid teaching experience shall, after completion of two years successful teaching in the district, be granted two years advancement on the salary schedule for each year taught until they have received full credit for all valid years taught.
- E. All transfers for a full school year shall be completed prior to August 15 preceding the school year in which the transfer is effective. In the event an emergency situation arises which would necessitate a change after August 15, a teacher shall be given no less than a fifteen-(15) calendar day notice.

ARTICLE X

REDUCTION IN PERSONNEL & SENIORITY

- A. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program/curriculum and/or staff in a given subject area, field or program, and that the procedures set forth in the article shall be used in reducing personnel.
- B. In the event of a reduction in personnel, the Board shall give a notice of lay-off to the Association and the individual affected forty-five (45) calendar days prior to the effective date of the layoff.
- C. In the event of a reduction in personnel, the Board shall retain tenure teachers with the greatest seniority, provided they are certified and qualified to teach the available positions.
- D. Reductions shall be in the following order: non-certified teachers, probationary teachers according to certification and tenured teachers according to certification, qualification and seniority. Certification shall be defined as possessing a valid provisional, permanent, continuing certificate appropriate to the teaching assignment.
- E. Qualified shall be defined as:
 - 1) In the elementary grades (K-6), the holding of an elementary teaching certificate and a minimum of six (6) semester hours credit in reading methods. In addition, teachers in positions of music, physical education, etc., must also possess specific certification in the subject to be taught. The District agrees that this requirement shall be waived if the teacher has a minimum of one (1) year experience at the K-6 level or subject level within the last five (5) years of employment within the district.
 - 2) In grades 7-8, a major/minor in the subject area to be taught or a minimum of one (1) year teaching experience in the subject area to be taught within the last five (5) years of employment within the district. A teacher holding an all subjects 7-8 Certificate who is enrolled in a program to meet the major/minor criteria will be allowed to bump into the position and have two years to meet the criteria, providing they have successfully completed six semester hours of credit during the first year. Failure to meet this credit will result in forfeiture of their rights to the position.
 - 3) In grades 9-12, a major/minor appropriate to the teaching assignment as well as sufficient number of credit hours in that academic area to meet accrediting agency standards.
- F. Seniority shall be defined as continuous paid service to the district from date of hire, (including service in the former districts which are now included in the Engadine Consolidated School District) in positions that require teacher certification.

- 1) No later than November 30 of any school year, the Board shall develop an accurate seniority list based on the district's employees, including both active employees and employees on full or partial layoff, according to their length of service in the district. Such list shall also state the assignments, presently held by the employees and the areas in which the employee is certified or licensed.
- 2) A seniority list shall be posted in each building. A copy of such list shall be provided to the Association. Within 10 working days of such posting, any employee disputing the accuracy of the list shall notify the Superintendent's office and the Association in writing. If no written notice is given, the accuracy of the list shall be deemed correct.
- 3) An assignment, which starts after the first day of school, shall count as a fractional year of service.
- 4) All part-time employees shall accrue seniority on a pro-rated basis.
- 5) Seniority shall not accrue, nor be lost during an approved leave of absence but shall be frozen; except for military leaves, which will accrue seniority up to two years.

G. Recall of tenure teachers shall normally be in the inverse order of layoff, i.e., those laid off last will be recalled first; provided, however, that a teacher in order to be recalled shall be certified and qualified for the position as herein previously set forth.

- 1) The Board shall give written notice of recall by sending a certified letter to said teacher at the teacher's last known address. Said teacher must respond, in writing within ten (10) days receipt of letter, accepting or rejecting (with a reason) the offer or forfeit the right to recall. The Board or its duly authorized agent should provide written acceptance of the teacher's letter. The burden to keep the superintendent's office informed of any address change is the teacher's responsibility.
- 2) Seniority shall not accrue during layoff but shall be frozen.
- 3) Any layoff shall suspend for the duration of the layoff, salary and fringe benefits under an individual teacher's contract or this master agreement.

H. Changes in Certification and/or Qualification:

A tenured teacher who because of additional work experiences or college training has changed his/her qualifications and/or certification shall be entitled to recall based on the new certification and/or qualification if proper notification of their intent to return has been given to the Board prior to March 1st. The teacher is not certified to teach a particular subject until he/she receives the certificate issued by the Michigan Department of Education. The Board will accept an appropriate

letter from the Michigan Department of Education stating that all of the requirements have been met by the teacher for certification.

- I. It is specifically agreed that the individual teacher's contract is subject to the terms and conditions of the master agreement. All provisions of a teacher's individual contract of employment shall terminate upon layoff.

ARTICLE XI

COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.
- B. The Appendix A is based upon a normal weekly teaching load, as defined in the Annual School Calendar. For extra duty the teacher shall be entitled to appropriate compensation. For each additional teaching period over thirty (30) periods per week, the teacher will be paid eighteen dollars (\$18) for each class hour of 50 minutes. In lieu of salary a teacher may, at the discretion of the teacher, accrue compensatory time.

Compensatory time off may accrue from year to year, up to a maximum of five (5) days. The use of such days must be scheduled, except in the case of an emergency, at least one (1) week prior to their implementation. A day shall mean the amount of time a teacher has a regular teaching assignment, excluding any preparation periods. Preparation periods shall not be considered part of the day, *for this section only*, for the purpose of using compensation time. Compensatory time is earned and charged at the rate of one (1) class period for each period taught. The building principal will make reasonable effort to accommodate the teacher's request.

- C. A teacher engaged during the school day in negotiations in behalf of the Association with any representative of the Board, or if requested by the Board or its representative to participate in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
- D. Teachers engaged in teaching on a pro-rata assignment of one-half (1/2) assignment or more, for the school year, shall receive a full step on the salary schedule. Those teachers whose regular assignment for the entire school year is less than one-half (1/2) time shall not advance on the salary schedule until they have completed two (2) years in the less than one half (1/2) assignment. Any teacher who is working less than full time shall have a pro-rated, paid preparation period.
- E. Teachers assigned to participate in school improvement activities or site based decision-making projects during their regular school day shall be released from their regular duties, without loss of salary.
- F. Teachers involved in school improvement activities as defined in Article XXIII, if scheduled beyond the agreed upon calendar, will be reimbursed at a per diem rate of .0055 of the B.A. base. All teachers shall be notified of such activities and allowed for participation.
- G. Credit applying towards the B.A.+18, B.A.+35 column and M.A.+15 column must have been earned after the awarding of either the B.A. or M.A. degrees and must be courses related to education.

- H. Any person who is employed under Schedule D and/or Schedule E shall be paid, at the discretion of the employee, once every two weeks after the onset of the assignment, or in one lump sum on completion of the assignment.

ARTICLE XII

LEAVE PAY

A. PERSONAL ILLNESS - DISABILITY LEAVE:

Each teacher shall be credited with (13) thirteen days of leave at the beginning of each school year, the unused portion of which shall accumulate from year to year to a maximum of a full school year. Teachers hired after the first day of school in any given year, and part time teachers shall have the thirteen (13) days pro-rated in accordance with their length of service for the year.

A teacher absent from duty because of personal illness or injury, including all disabilities caused or contributed to by pregnancy, miscarriage, abortions, childbirth and recovery, shall be paid their full salary for the period of such absence, if leave days are available. In the event of anyone's absence, due to illness or disability, the Administration shall reserve the right to request written notice from a doctor stating the reason for absence.

B. BEREAVEMENT LEAVE:

Each employee shall be granted up to (5) five days per death, from sick leave, for a death in the immediate family.

- 1) Immediate family shall be interpreted to mean: father, mother, spouse, parents of spouse, brother, sister, child, grandparents, step-children, step-parents, or any dependents or other persons residing in the immediate household.
- 2) Additional days may be granted by the Superintendent upon request.

C. ILLNESS IN THE IMMEDIATE FAMILY:

The teacher may take a maximum of three (3) days per illness. For emergency illness additional sick days may be granted at the discretion of the Superintendent. Immediate family shall be defined as in #1 above.

D. PERSONAL BUSINESS DAYS:

A maximum of three (3) days to be deducted from sick leave shall be allowed for the conduct of personal business. Personal business days are not to be used as vacation days. They shall be used for business that cannot be transacted outside the regular school day.

- 1) Teachers will notify the principal two (2) school days in advance of taking personal business days, except when the principal determines an emergency to exist.
- 2) Personal business days cannot, without special permission of the principal, be taken two (2) school days prior to or following a school vacation.

- 3) Upon written application, the Superintendent may authorize additional personal business days for just reason. Such days will be deducted from sick leave.

E. SICK LEAVE BANK:

A sick leave bank for the benefit of teachers shall be established based on the following conditions:

- 1) Participation by teachers shall be voluntary.
- 2) The bank shall be established by each member contributing 2 days sick leave and the board contributing 5 days.
- 3) The minimum number of days in the bank shall be one times the number of enrolled teachers.
- 4) On or before the bank reaches the minimum number of days it shall be replenished in the following manner:
 - a) Any teacher who has the maximum accumulation of personal sick days may contribute to the sick bank at the end of the school year the days the teacher would otherwise lose.
 - b) The days in the bank may be replenished when needed.
 - c) In succeeding years a teacher who has borrowed from the bank shall replace one-half (1/2) of his/her accumulated sick leave at the end of each year into the central bank until he/she has replaced the loan.
- 5) The maximum number of days that any teacher shall be able to draw from the sick bank will be thirty (30) days for tenure teachers and twenty (20) days for probationary teachers.
- 6) A teacher shall not be eligible to draw from the central bank until his/her own personal sick leave has expired and their application has been approved by the Sick Leave Bank Committee. If approved, payment shall be in the next regular pay period.
- 7) The applicant for a loan shall provide proof from the appropriate medical person(s) stating that he/she is unable to return to work before a loan shall be granted.
- 8) The sick leave bank shall be administered by a committee of four, two who shall be selected by the Superintendent of Schools and two by the Association. Teachers shall make application to this committee for a loan from the bank.
- 9) Decisions of the committee shall not be subject to the grievance procedures.

ARTICLE XIII

LEAVE OF ABSENCE

- A. Teachers may submit requests for leaves of absence without pay to the Board for consideration. The requests shall be in writing on the application provided by the Board and contain a full explanation of the reasons for the desired leave of absence. The application shall be submitted to the Superintendent for recommendation to the Board, or denying the leave of absence as requested. The Board may indicate an alternative arrangement for leave of absence in its answer, which the teacher may accept by submission of an amendment to the original application.
- B. Upon the submission of a request by a teacher the Board shall grant a leave of absence for the reasons and under the conditions as follows:
1. A leave of absence shall be granted to a teacher who is physically unable to perform the duties of employment due to a personal illness or disability and who has exhausted all accumulated leave days, for the duration of the illness or disability, but not to exceed on (1) year.
 2. A child care leave of absence shall be granted to a teacher for the purpose of caring for a newborn or newly adopted child or a child who is physically or mentally impaired. Such leaves shall not exceed one (1) year and leaves to care for a newborn or newly adopted child will begin with the birth date or adoption date of the child.
 3. In accordance with the provisions of the Family and Medical Leave Act (FMLA), employees shall be eligible for up to twelve (12) weeks unpaid leave for the purpose of their own illness, or the serious illness of a spouse, child or parent. During this unpaid FMLA leave, the employer shall continue to provide group health benefits in accordance with the Act. In addition, any contractual paid leave accrued by the employee shall be used concurrently with the FMLA leave.
- C. All leaves in A and B shall be subject to the following conditions:
1. All leaves of absence may be extended upon request by the teacher and approval by the Board of Education.
 2. Upon return from leave the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled at the effective date of the leave.
 3. Prior to returning from leave the Board may request a physician's statement regarding the teacher's physical fitness for employment.
 4. All leaves, in A and B, except those filed under FMLA, will be without pay or fringe benefits.

D. SABBATICAL LEAVE

Teachers who have been employed for seven (7) consecutive years in the Engadine Consolidated Schools may be granted a sabbatical leave by the Board for professional improvement for up to one (1) year. It is agreed that professional improvement includes, but is not limited to, attending a college, university, or other educational institution.

To qualify for such sabbatical leave, a teacher must hold a permanent or continuing teaching certificate.

During said sabbatical leave, the teacher shall be considered to be in the employ of said Board. The Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.

Upon successful completion at an approved course of study, teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board. Payment of the retirement contribution based on the teacher's placement on the salary schedule shall be paid by the Board.

Upon his/her return from the sabbatical leave, he/she shall be placed on their former, or a similar position and advanced one years experience on the salary schedule. At no time will more than one teacher be absent on sabbatical leave. Approval by the Board will be contingent upon securing a certified and qualified employee to assume the applicant's duties. Sabbatical leaves shall be granted only once during a teacher's tenure in the district.

E. ASSOCIATION LEAVES:

Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given a one-year leave of absence without pay for the purpose of performing duties for the Association.

F. MILITARY LEAVE

Any regular employee who may be conscripted into the armed forces of the United States for service or training shall be granted a military leave without pay. He/she shall be reinstated to his/her same or similar position in the school system with full credit on the salary schedule for up to two years of military service.

G. CAMPAIGN LEAVES

The Board may grant leave of absence without pay to any teacher to campaign for or serve in public office.

H. The Superintendent shall be authorized to grant unpaid leaves of absence up to two weeks. Any request for a longer leave will require approval by the Board of Education.

I. ASSOCIATION TIME

At the beginning of every school year, the Association shall be credited with 5 days to be used by teachers who are officers or agents of the Association, for the purpose of attending regional or state association meetings. The Association agrees to notify the Administration no less than forty-eight (48) hours in advance of taking such time. An additional four days are available with the Association reimbursing the school board the full cost of the substitute wages.

ARTICLE XIV

TERMINAL LEAVE

- A. On termination of employment by retirement, one-half of the accumulated sick leave up to \$4,000.00 shall be paid at the rate equal to the teacher's current pay. To receive payment, an employee must have 10 years of service in the Engadine Consolidated Schools, and be eligible to receive benefits from the Michigan Public School Employees Retirement Fund.
- B. In case of death, any unused sick leave up to \$4,000.00 shall be paid at the rate equal to the teacher's current pay, in a lump sum to the survivor named.

C. RETIREMENT INCENTIVE

If a teacher is eligible for retirement under the Michigan Public Schools Employees Retirement System, and has taught a minimum of 15 years in the district, that teacher shall be eligible to retire and receive the following benefits from Engadine Consolidated Schools:

- 1) An annual stipend will be awarded for up to 10 years, or age 62, whichever comes first.
- 2) The annual stipend shall be determined by multiplying the employee's highest salary by a "retirement factor."
Example: Highest salary x retirement factor = annual stipend
- 3) The "retirement factor" shall be determined by multiplying the total years of service in the district by .5% (.005%).
Example: 30 years service x .005 = 15%
20 years service x .005 = 10%
- 4) The "retirement factor" shall be reduced 1.5% each year after retirement.
Example: Employee with 30 years service

- Year 1 Highest salary x 15% = annual stipend
- Year 2 Highest salary x 13.5% = annual stipend
- Year 3 Highest salary x 12% = annual stipend
- Year 4 Highest salary x 10.5% = annual stipend
- Year 5 Highest salary x 9% = annual stipend
- Year 6 Highest salary x 7.5% = annual stipend

Year 7 Highest salary x 6% = annual stipend

Year 8 Highest salary x 4.5% = annual stipend

Year 9 Highest salary x 3% = annual stipend

Year 10 Highest salary x 1.5% = annual stipend

- 5) A member shall indicate his/her intent to retire in writing, a minimum of 90 days before the effective date of said retirement. Failure of such notification shall result in a one-year delay for terminal leave benefits.
- 6) An applicant must provide proof of eligibility to apply.
- 7) Applicants who apply after the closing date for the current year will become eligible on July 1st of the succeeding year.
- 8) The member may opt to select the payments in quarterly installments, monthly or annually.
- 9) In case of death of the employee, survivor rights will go only to the employee's spouse, or dependent children. There shall be no other survivor right.

ARTICLE XV

ACADEMIC FREEDOM

Academic freedom shall be guaranteed to teachers. Independent study and investigation at the presentation and interpretation of the facts and ideas in all branches of learning will be encouraged, provided that controversial topics are handled in such a manner as to present opposing points of view.

ARTICLE XVI

PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control. Disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established board policy and state law.
- B. Whenever it appears that a particular pupil requires special attention outside the realm of the classroom, it should be brought to the attention of the building principal so that appropriate steps may be taken to provide supplementary assistance.
- C. Any case of assault by a student upon a teacher on duty shall be promptly and properly reported to the superintendent or his designated representative. The administration will provide counsel to advise the teacher of his rights and obligations with respect to such assault. The administration shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement authorities, and report such incident to the Board of Education.
- D. Time loss in connection with any incident mentioned in this Article shall not be deducted from any teacher who performs his/her duties in a reasonable and just manner in accordance with established board policy and state law.
- E. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention. Any serious complaint will be submitted to the teacher by the parent or building principal in writing prior to a conference with parent, teacher and the Administration.
- F. In the event a person makes a Freedom of Information Act (FOIA) request to obtain a copy of the teacher's personnel file or other similar information, the teacher shall be notified by the administration, immediately, that a request was made. All requests must be in writing and the name and address of the person requesting said information. Before release of any document(s), the teacher and/or the Association will have the opportunity to review the document(s). The Board shall honor all exceptions to the production of said documents contained on Section 13 (1) of FOIA. All exempt material must first be removed before any document(s) shall be released under a FOIA request.

ARTICLE XVII

TEACHER EVALUATION

- A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated not less than two times during the school year. Tenured teachers shall be evaluated at least once in every two years.
- B. Each observation shall be made in person for a minimum of thirty consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- C. Evaluations shall be conducted by the teacher's building principal or the superintendent.
- D. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten days thereafter. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file. All evaluations shall be based upon valid criteria for evaluating professional performance and these criteria shall be given to all professional employees at the beginning of each school year.
- E. No later than March 15 of each probationary year the final written evaluation report will be furnished to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent.
- F. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review. The administrator shall remove these credentials and confidential reports from the file prior to a review of the file by the teacher.

ARTICLE XVIII

PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with rules, regulations and policies adopted by the Board or its representatives that are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order that threatens physical safety or well-being.
- B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall accept responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education profession shall be promptly reported to the offending teacher and to the Association.

A teacher shall be entitled to have present a representative of the Association when he/she is being disciplined for an infraction of rules or delinquency in professional performance. An Association Representative will not normally be involved when a teacher is being verbally reprimanded unless the teacher, during the course of the reprimand conference, requests such representation. If a teacher so requests an Association Representative, then the administrator shall cease any further discussion of the situation until an Association Representative is present.

Nothing in this part is intended to preclude a supervisor from verbally discussing isolated instances of minor misconduct with an employee, which the administrator has reasonable belief will not expand to administrative discipline. If the discussion, according to the teacher, warrants an Association Representative, then the conversation shall be recessed until an Association Representative can be in attendance.

- E. No member shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation, or advantage asserted by the Board or representative thereof shall be subject to the professional Grievance Procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the member and to the Association if requested in writing by the member.
- F. After two years from the date of initial entry, records of non-reoccurring minor behavior(s) or action(s) will be removed from a teacher's personnel file and destroyed.

ARTICLE XIX

PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, and participation in community education projects.
- B. Any teacher who successfully completes a course related to his/her instructional responsibilities and is not using such credit towards a degree shall receive full tuition reimbursement from the school district upon previous approval by the administration.
- C. Upon prior approval of the superintendent to attend professional improvement activities and events, a teacher will be entitled to have registration and lodging expenses paid by the district in advance of the educational activity. A teacher will be entitled to reimbursement of all reasonable expenses (meals, lodging, registration fees, etc.) for attendance at professional improvement activities or events. Travel will either be provided by the use of a school vehicle or reimbursed at the IRS rate per mile. If more than one teacher is attending, car-pooling will be expected.
- D. Upon request the Board will consider making arrangements for after school courses, workshops, conferences and programs designed to improve the quality of instruction. All teachers desiring to attend shall be allowed to do so.
- E. Professional development and/or curriculum improvement activities will be addressed in the school calendar. Such activities shall be mutually established and/or approved by the Professional Development Committee, made up of two Association members appointed by the EEA President and two administrative members appointed by the Superintendent/Board.

ARTICLE XX

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as alleged violation of the expressed term and conditions of this contract.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - 1) The termination of services of or failure to re-employ any probationary employee.
 - 2) The criteria used in evaluation or the content of an Employee's evaluation.
 - 3) Any claim or complaint for which there is remedial procedure established by law, including any matter subject to the procedures specified in the Teacher Tenure Act (Act IV of Public Acts, Extra Session, 1937 of Michigan, as amended).
- C. The term "days" as used herein shall mean working days.
- D. Written grievances as required herein shall contain the following:
 - 1) It shall be signed by the grievant or grievants or Association representative;
 - 2) It shall be specific;
 - 3) It shall contain a synopsis of the facts giving rise to the alleged violations;
 - 4) It shall cite the sections or subsections of this contract alleged to have been violated;
 - 5) It shall contain the date of the alleged violations;
 - 6) It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitation hereinafter set forth.

- E. Procedure:
 - 1) Level One - An employee, or an Association Representative on behalf of an employee, alleging a violation of the express provisions of this contract shall within forty-five (45) days of its alleged occurrence (or knowledge of the occurrence not to exceed one calendar year, whichever comes first) orally discuss the grievance with his/her supervisor. An Association Representative shall be present at this discussion in an attempt to

resolve the problem. If no resolution is obtained within three (3) days of the discussion the employees shall reduce the grievance to writing and proceed within seven (7) days of said discussion to Level Two.

- 2) Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent in Level One with the endorsement thereon of the approval or disapproval of the Supervisor. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and the Association representative to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing.
- 3) Level Three - If the grievant is not satisfied with the disposition of the grievance by the Superintendent or his designated agent, or if no disposition has been made within five (5) days of such meeting (or the ten days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or ten (10) days, whichever shall be later, may hold a hearing on the grievance, or give such other consideration as it shall deem appropriate. Disposition of the grievance by the Board shall be made no later than ten (10) days thereafter. A copy of such disposition shall be furnished to the Association President.
- 4) Level Four - Individual employees shall not have the right to process a grievance at Level Four.
 - a) If the Association is not satisfied with the disposition of the grievance at Level Three, it may within thirty (30) days after the decision of the Board, notify the Board of the intent to submit the matter to arbitration. The parties will then meet to select an arbitrator. If the parties cannot agree upon an arbitrator within ten (10) days, the matter will be referred to the American Arbitration Association, in writing.
 - b) Neither party may raise new defense or grounds at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) weeks prior to the hearing a rehearing statement alleging facts ground and defenses which will be proven at the hearing and hold a conference at that time, in an attempt to settle the grievance.
 - c) The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject of the right of the Board and the Association to judicial review, any lawful decision of the arbitrator regarding disciplinary matters shall be forthwith placed into effect.
 - d) Powers of the arbitrator are subject to the following limitations:

- 1) He shall have no power to add to, subtract from, disregard, alter or modify any terms of this Agreement.
- 2) He shall have no power to establish salary scales.
- 3) He shall have no power to decide any questions which, under Article III of this Agreement, is reserved as the responsibility of this management to decide.
- 4) He shall have no power to interpret state or federal law.
- 5) He shall not hear any grievance previously barred from the scope of the grievance procedure.
- 6) More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
- 7) Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- 8) Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based.

F. The fees and expenses of the arbitrator shall be shared equally.

G. Should an employee fail to institute a grievance within the limits specified the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

H. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with the assignment of duties; provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, a member participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.

1. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
2. Any grievance occurring during the period between the termination of this Agreement and the effective date of a new Agreement shall not be processed beyond Level Three.
3. The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibilities subject to effective date of the agreement.
4. It is understood by the parties that no grievance shall be filed or based upon prior or previous agreement or upon an alleged grievance occurring prior to the final decision of the grievance.
5. No grievance shall be filed for or by any employee after the effective date of the person's

resignation or retirement, other than for matters relating to the receipt of compensation and/or benefits arising out of the collective bargaining agreement.

6. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.

ARTICLE XXI

NEGOTIATION PROCEDURES

- A. Not later than March 1st. of the school year in which this agreement expires, the Board agrees to open negotiations with the Association over a successor agreement in a good faith effort to reach agreement concerning teachers' salaries, hours, and other conditions of their employment.

- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE XXII

AGENCY SHOP

- A. Membership in the Association is not compulsory. Employees have the right to join, maintain or terminate their membership in the Association as they see fit. Neither party shall exert or put pressure on or discriminate against an employee as regards to such matters.
- B. Except as provided elsewhere herein, all new employees in the bargaining unit shall, or before the sixtieth (60) day following: the beginning of the school year, beginning of employment, or the execution of the collective bargaining agreement, whichever is later, either:
- 1) become a member of the Association, or
 - 2) pay to the Association an amount of money that the Association certifies in writing as a cost equal to the negotiation and administration of this agreement. Such cost shall be verified and submitted to the Board on or before September 15th of each year and notice of this shall be presented in writing by the Association to all employees.
- C. The interpretation, application, administration, and enforcement of this Article shall be in accordance with the requirements of the Labor Management Relations Act of 1947, as amended, and construed by the National Labor Relations Board Federal Courts and to the extent that it does not conflict with any Federal or State Laws.
- D. Exceptions to Section (B) above shall be:
- 1) Certified employees excluded by Article I shall not be required to join the Association or pay a service charge thereto;
 - 2) Employees hired during the school year shall be required to tender (through direct payment or deduction authorization) a pro-rated amount of the membership dues or service charge. Such pro rata shall be based on a maximum of nine (9) months (school year) and the number of months remaining in the school year. (Within a month, it is the majority of days left that shall govern.)
- E. In the event an employee does not tender his/her payment of dues or service charge directly to the Union, he/she may execute a written authorization which must be voluntary and is revocable from year to year, between June 1 and September 1. (Such revocation must be given to the president of the Association within 10 working days after the changes are made.) The deductions permitted under the authorization shall be: 1) Association Members - The regular and equal amounts of Association Dues and Fees, including the EEA/NMEA/MEA/NEA assessments and contributions. 2) Non-Members - The certified amount of the cost equal to the negotiations and administration of this agreement.

- F. The procedure for deduction shall be:
- 1) Deductions shall be made in equal installments and deducted from each pay, beginning with authorization and ending with the final pay period in the instructional year.
 - 2) By the fifteenth of each succeeding month the Board shall transmit the monies to the Association Executive Secretary.
- G. The following requirements are understood and agreed to by the parties:
- 1) At the beginning of each school year, the Association shall send a list of certified employees who have signed authorizations, revoked authorizations, paid directly to the Association the amount of money outstanding from a certified employee, and any other pertinent information necessary to administer this Article. This information will be updated as need arises, i.e., new employee.
 - 2) Accompanying the transmittal of monies deducted, the employer shall send a list of employees to the Association President who have had monies deducted from their pay, and any other pertinent information necessary to administer this Article.
- H. The service charge paid by non-members cannot be used for any purpose other than the local Association needs such as negotiations, local workshops, scholarship funds, and administration of this agreement. If the Association fails to live up to this Section, this Article shall be null and void during the life of this Agreement.
- I. If any court of competent jurisdiction or administrative agency holds that "AGENCY SHOP" clause is invalid, illegal, or unconstitutional, or that it violates any Federal or State Law, or if the State Legislature enacts a law forbidding the "AGENCY SHOP" clause or any part thereof (which this Article does not conform to or with) this Article shall be null and void.
- J. As a condition of the effectiveness of this Article, the Association agrees:
- To indemnify and save the Board, each individual school board member, and all administrators, harmless against any and all claims, demands costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

ARTICLE XXIII

A. SCHOOL IMPROVEMENT

1. The provisions contained in this Article shall apply to all School Improvement Plans, Programs, or Projects (S.I.P.).
2. In the event that any provisions(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.
3. Any provision(s) of a SIP or applications thereof affecting the wages, hours, and/or other terms and conditions of employment, or the impact of any wages, hours, and/or other terms and conditions of employment on any bargaining unit members must have the written approval of the Association prior to being adopted and/or implemented.
4. The conditions that follow shall govern employee participation in any and all plans, programs or projects included in the term S.I.P.:
 - a) Participation by the employee is voluntary;
 - b) Participation or non-participation shall not be used as a criterion for evaluation, discipline, or discharge;
 - c) Should there be no volunteers, it will be the Association's obligation to contact all members about representation, and in good faith seek their participation.

B. SITE BASED DECISION MAKING:

Should the Board and the Association agree to implement a program of site based decision making during the life of this contract, the terms and conditions of the implementation, and its effects on the working conditions shall be defined in a Letter of Agreement approved by both the Board and the Association.

ARTICLE XXIV

Two-Way Interactive Distribution System:

The parties agree that the attached addends, entitled "Addenda For Two-Way Interactive Distribution System For Schools in the Eastern Upper Peninsula Intermediate School District" shall be adopted as part of this agreement.

**ADDENDA FOR TWO-WAY INTERACTIVE DISTRIBUTION
SYSTEM FOR SCHOOLS IN THE
EASTERN UPPER PENINSULA INTERMEDIATE SCHOOL DISTRICT**

I. ADDENDA

- A. This agreement recommended be adopted as part of the local agreement hereinafter referred to as the TIDSS ADDENDA is entered into this _____ day of _____, 20____, by and between the MEA/NEA and its respective local unit and _____ schools.
- B. The Two-Way Interactive Delivery System for Schools (TIDSS) is an electronic networking system that provides an alternative instructional delivery system for use of the constituent school districts comprising the EUPISD and LSSU. As such, the system is in effect an "educational utility system" operated cooperatively by constituent school districts.
- C. Each of the districts participating in the project are individual and autonomous districts each with its own local bargaining unit and local collective bargaining agreement. It is evident that any employer/employee relationship remains with each constituent district and local bargaining unit.
- D. The contract language that follows is to be an addendum to each contract in the EUPISD. In order for this addenda to be in effect in any school district, it must be approved by the Board of Education for that district and its respective local association. Areas not covered by the addenda shall be governed by the terms of the local collective bargaining agreement of each constituent.
- E. During the life of this Agreement, any party offering K-12 credit courses over the TIDSS System during the regular school day shall ratify the TIDSS ADDENDA. "Regular school day" shall be defined as the daytime K-12 teacher workday of each local constituent school district as determined by its local collective bargaining agreement.

II. DEFINITIONS

- A. "Telecommunications" or "Telecommunications Classes" shall be defined as the teaching of students via a two-way interactive television system known as Two-Way Interactive Delivery System for Schools (TIDSS).
- B. "Originating Site District" shall be defined as the location/designation in which the responsible teacher is located and wherein the Telecommunication Class is being taught.
- C. "Remote Site District" shall be defined as the location/designation in which the

responsible teacher is located and wherein the Telecommunication Class is being taught.

- D. "TIDSS," an educational utility, shall be defined as Two-Way Interactive Delivery System for Schools.

III. RESPONSIBILITIES OF ORIGINATING AND REMOTE SITE DISTRICT

- A. The originating site shall be responsible for the course content, material selection, instruction, testing and evaluation of students at the originating site district and at all remote site districts.
- B. Behavior or discipline and supervision of students at remote sites shall be the responsibility of the remote site district. If teachers are regularly assigned classroom supervision at a remote site, such assignment shall be in lieu of a classroom or other supervisory assignment. No teacher will be (regularly) assigned to supervise remote site students during the teacher's preparation period.

IV WORKING CONDITIONS

A. CLASS SIZE

The parties mutually agree that the purpose of EUPISD TIDSS is to provide quality, cooperative academic programming in order to enrich education opportunities for students. Accordingly, class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Total class size, including students at the originating site district and those at remote sites, shall not exceed twenty-five (25 students per teacher, per class hour).

B. CLASS PREPARATIONS

- 1. A teacher assigned to teach via TIDSS, shall have a maximum number of three class preparations including the tele-communications class. However, if it is necessary to exceed the maximum number of preparations one of the following two options may be implemented.
 - a. One additional preparation period
 - b. A stipend of \$500.00 per semester

C. CLASS PREPARATIONS

- 1. Originating sites agree that for a teacher acting as a presenter of a telecommunications class (during the regular school day), the telecommunications course taught shall count as one (1) preparation as reflected on the daily teaching

schedule.

D. CLASSES OUTSIDE THE NORMAL SCHOOL DAY/SCHOOL YEAR

1. Teachers who are full time employees presenting telecommunications classes which are scheduled outside the normal school day, shall be compensated at the community school rate for classes taught in the local district.

E. CLASSES OUTSIDE THE NORMAL SCHOOL DAY/SCHOOL YEAR

1. Teachers presenting telecommunications classes which are scheduled outside of the normal school day or normal school year shall be compensated at a negotiated rate of pay at the originating site for such classes.

E. EQUIPMENT

1. Each TIDSS participating district shall be responsible for the repair and maintenance of telecommunications classroom equipment at their site(s). Teachers are responsible for reporting malfunctioning equipment to their immediate supervisors.

F. TRAINING

1. Initial and on-going training in using telecommunications as an alternative educational delivery system shall be made available to teachers who will be presenting telecommunications classes. Telecommunications teachers participating in training outside of the normal school day/school year shall be compensated at the rate of .0007 times the average BA Base for EUPISD K-12 bargaining units, per hour, for such training.

G. TEACHER EVALUATION

1. The evaluation of teachers of telecommunications courses shall be specifically subject to the evaluation process contained in the local collective bargaining agreement of the originating site district. All evaluations/ observations shall require the physical presence of the evaluator. No observation for the purposes of evaluation shall be done or conducted by electronic means.

H. MILEAGE

1. Originating site district teachers who, from time to time, may be required to use their personal automobile to travel between site or to training or to other meetings regarding TIDSS shall be reimbursed for their allowable mileage in a manner consistent with their local collective bargaining agreement, or at the current Internal

Revenue Service rate if not specified in the local collective bargaining agreement.

V. JOB SECURITY

- A. The intent and purpose of the TIDSS PROJECT is to provide a vehicle for the cooperative offering and sharing of educational opportunities among the districts ratifying this document and to provide educational resources to the students of these districts in a cost-effective and efficient manner.
- B. It is not the intent and purpose of the TIDSS PROJECT to reduce the total number of bargaining unit members employed or the hours worked as a result of the implementation and use of telecommunications via TIDSS. Local reduction in personnel language shall prevail if staff reductions are necessary.
- C. It is specifically understood that any local school district teacher presenting a K-12 telecommunications class during the day shall be a member of the bargaining unit. Bargaining unit members as used in this agreement shall be defined as those employees of a district organized under the Public Act 379.

VI. SCHEDULING AND ASSIGNMENTS

- A. The TIDSS Program Committee shall develop processes, procedures and recommendations for the annual determination of course offerings and the designation of originating and remote site district locations. The TIDSS Governance Committee shall make the final determination of course offerings, and site locations on or before June 1 of each year.
- B. On or before June 15, of each year, (December 15 for second semester courses) the employer will post, in each building, a list of classes to be provided via two-way instructional television during the following school year. The list will indicate, with respect to each class, the district that will be receiving it. The list will also identify the number and type of positions required to provide the classes listed. The MEA office will be sent a copy of each posting.
- C. Teachers shall make their interest in teaching such classes known by sending notification of same to the Superintendent or designee in their school district.
- D. Assignments to telecommunications courses shall be made on a yearly or semester basis and shall be by mutual agreement of the employee and the originating site district. Such positions shall be filled on the basis of; 1) certification in the subject area; 2) demonstrated ability to use the system; 3) seniority and; 4) employed by the originating site district.

E. Breaking Ties:

1. Should seniority ties occur between individuals bidding on telecommunications classes, such ties shall be broken and the assignment awarded on the basis of a random draw.

VII. BROADCAST AND REBROADCAST CONDITIONS

In accepting any assignment to teach a telecommunications course, the teacher assigned agrees to and acknowledges the following:

- A. A telecommunications class may be televised for demonstration purposes by mutual consent of the teacher and the originating site district. Videotapes of telecommunications classes may be used for other purposes by mutual consent of the teacher and the originating site district.
- B. Videotapes of a telecommunications class may be used for makeup work for all students currently enrolled in that telecommunications class.
- C. Videotapes of telecommunications classes are the property of the originating site district.
- D. All instructional presentations broadcast of TIDSS, which teachers are paid to create and produce, may be copyrighted by, and are the sole property of the designated originating site district.

VIII. ADDENDA REVIEW PROCEDURE

- A. It is agreed that representatives of the TIDSS Governance Committee and the employee designated team will meet annually on or before March 1 for the purposes of reviewing and if necessary, modifying the TIDSS ADDENDA.
- B. Inasmuch as the implementation and use of instruction by two-way interactive television in general and TIDSS specifically is developmental, the parties agree that it may be necessary to meet from time to time, in order to resolve issues that were not contemplated or addressed in this addenda and shall be subject to the approval process as outlined in Section 1.E of the TIDSS ADDENDA.
- C. Either the Association or the EUPISD may initiate interim dialogue regarding the TIDSS ADDENDA by mutual consent that such is desired.

IX. GRIEVANCE PROCEDURE

- A. Local Grievance

X. COURIER SERVICES

The Eastern Upper Peninsula I.S.D. Delivery System may be used to provide regular courier service for the purpose of transporting documents, homework, classwork, tests and materials between the various originating and remote site districts.

XI. LABOR DISPUTES

In constituents' school districts where instructional employees are not at work due to a labor dispute with the said district, those students enrolled to participate in a telecommunications course(s) with prior agreement between the local School Board and the Association.

FOR THE ASSOCIATION

FOR THE EMPLOYER

ARTICLE XXV

MISCELLANEOUS PROVISIONS

- A. The Board will make every effort to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number that they may call before 7:30 A.M. to report unavailability for work. Once a teacher has reported unavailability of work, it is the responsibility of the administration to arrange for a substitute teacher.
- B. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognized that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- C. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent terms contained in any individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board. The Board is authorized to enter into individual one year substitute contracts to fill the vacancies of personnel under this agreement that have been granted a leave of absence by the Board.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Minutes and agendas of all Board meetings shall be sent to the President of the Association.
- F. During the school year a committee consisting of at least one administrator, two Board members and two members of the local chapter of the M.E.A. will review the School curriculum and make recommendations to the Board of Education regarding course offerings and teacher work load.
- G. In the event both the high school principal and the superintendent are absent from the school building at the same time, the Administration shall designate an employee to assume the acting role of principal.
- H. Article I through XXV contained herein constitute the non-economic portion of the Master Agreement.
- I. Each teacher shall have seven (7) calendar days after the end of each marking period in which to enter grades on the report cards.

J. LEAST RESTRICTIVE ENVIRONMENT

The Board and the Association acknowledge that the policy of least restrictive environment is legally mandated and intended in the best educational interest of the student. Accordingly, the parties also recognize that the extent to which any individual student who would fit legal requirements which would involve the use of an Individual Educational Planning Committee (IEPC) for placement in the regular classroom must be appropriate to the student's unique needs as determined by an IEPC on an individual basis. For the purpose of this section, such students shall be referred to as "mainstreamed students."

- 1) Any member who has a reasonable basis to believe that a mainstreamed student assigned to that member has a current IEPC report that is not meeting the student's unique needs as required by law should promptly notify the administration.
- 2) Recognizing periodic changes in student status and enrollment subsequent to the start of the school year, to the extent possible, mainstreamed students will be assigned inequitable numbers across general education grade levels within each elementary location and across sections of the same course within the junior and senior high school. This section will not apply in the event the teacher volunteers to take additional mainstreamed students.
- 3) The following conditions shall apply to placement of mainstreamed students in general education classrooms:
 - a) Any member who will be providing instructional or other services to a mainstreamed student in a regular education classroom setting shall be notified, in writing, of the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. When notified of such an IEPC, the member must notify the principal of his/her intention to attend. When requested, a member may be required to attend and provide written input to the IEPC (or the Multi-Disciplinary Evaluation Team Report) to be presented at the IEPC.

In instances where it is not possible to identify in advance of an IEPC general education teachers who ultimately will have mainstreamed student(s) assigned to their classroom(s), meetings will be convened with such general education teachers as soon as possible after the placement of the student in the class, to explain the conclusion of the IEPC and to provide for the teacher to have input.

- b) The district shall make reasonable effort to provide the receiving teacher with necessary support identified in the IEPC.
- c) The administration will make reasonable effort, whenever possible, to provide in-service and awareness information that is requested by the teacher(s).

- d) Except in life-threatening circumstances, no member shall be required to perform medical, hygienic or other non-instructional specialized procedures for or on individual handicapped students such as but not limited to: suctioning, catheterization, diapering, or attending to any personal hygienic or medical need(s) of the student(s). Any such extenuating circumstances shall be preceded by notification to the Association that such a circumstance exists and provide an opportunity for the Association and the teacher(s) who may be affected to meet and discuss the issues involved and how best to meet the needs of the student, the regular classroom, the teacher and the school district.

In such situations, it is expressly understood that the teacher agree to provide such procedures or services, he/she shall be provided with training appropriate to the situation with all expenses paid by the board.

It is further agreed that the Board will remit the premium amounts for an errors and omissions insurance policy to cover members, (to the extent permitted by law), whose actions comply with Board policies, and are within the appropriate scope of their normal job duties and responsibilities including duties as provided in this section. The terms of the insurance policy shall be controlling regarding defense or indemnity of bargaining unit members. The insurance policy carried by the Board shall provide policy limits for two million dollars (\$2,000,000.00) coverage. The Board does not agree to self insure for obligations beyond the insurance policy, or in the event of a policy exclusion or limitation. The sole obligation undertaken by the Board shall be limited to payment of premium amount for such coverage, subject to the conditions enumerated in this paragraph. If the Board is unable to obtain liability insurance protection at a reasonable premium level, the Association shall be notified and the insurance provisions of this section shall become inoperative. If such occurs, no member shall be required to perform the ascribed duties under the above provision.

APPENDIX A

SALARY SCHEDULE

Teachers Salary Schedule 2004-2005

| Years Experience | BA | BA +18 | BA +35 | MA | M.A. + 15 |
|---------------------|--------|--------|--------|--------|-----------|
| 1 | 27,830 | 28,943 | 29,361 | 29,778 | 31,267 |
| 2 | 29,222 | 30,390 | 30,829 | 31,267 | 32,830 |
| 3 | 30,613 | 31,838 | 32,297 | 32,756 | 34,394 |
| 4 | 32,005 | 33,285 | 33,765 | 34,245 | 35,957 |
| 5 | 33,396 | 34,732 | 35,233 | 35,734 | 37,520 |
| 6 | 34,788 | 36,179 | 36,701 | 37,223 | 39,084 |
| 7 | 36,179 | 37,626 | 38,169 | 38,712 | 40,647 |
| 8 | 37,571 | 39,073 | 39,637 | 40,200 | 42,210 |
| 9 | 38,962 | 40,520 | 41,105 | 41,689 | 43,774 |
| 10 | 40,354 | 41,968 | 42,573 | 43,178 | 45,337 |
| 11 | | 43,415 | 44,041 | 44,667 | 46,901 |
| 12 | | 44,862 | 45,509 | 46,156 | 48,464 |
| 13 | | 46,309 | 46,977 | 47,645 | 50,027 |
| 14 | | 47,756 | 48,445 | 49,134 | 51,591 |
| 17 | | 49,782 | 50,500 | 51,218 | 53,779 |
| 20 | | 51,519 | 52,262 | 53,005 | 55,655 |

Teachers Salary Schedule 2005-2006

| Years Experience | BA | BA +18 | BA +35 | MA | M.A. + 15 |
|---------------------|--------|--------|--------|--------|-----------|
| 1 | 28,247 | 29,377 | 29,801 | 30,225 | 31,736 |
| 2 | 29,660 | 30,846 | 31,291 | 31,736 | 33,323 |
| 3 | 31,072 | 32,315 | 32,781 | 33,247 | 34,910 |
| 4 | 32,485 | 33,784 | 34,271 | 34,758 | 36,496 |
| 5 | 33,897 | 35,253 | 35,761 | 36,270 | 38,083 |
| 6 | 35,309 | 36,722 | 37,251 | 37,781 | 39,670 |
| 7 | 36,722 | 38,191 | 38,741 | 39,292 | 41,257 |
| 8 | 38,134 | 39,659 | 40,231 | 40,803 | 42,844 |
| 9 | 39,546 | 41,128 | 41,721 | 42,315 | 44,430 |
| 10 | 40,959 | 42,597 | 43,212 | 43,826 | 46,017 |
| 11 | | 44,066 | 44,702 | 45,337 | 47,604 |
| 12 | | 45,535 | 46,192 | 46,848 | 49,191 |
| 13 | | 47,004 | 47,682 | 48,360 | 50,778 |
| 14 | | 48,473 | 49,172 | 49,871 | 52,364 |
| 17 | | 50,529 | 51,258 | 51,987 | 54,586 |
| 20 | | 52,292 | 53,046 | 53,800 | 56,490 |

If the blended count in the Fall 2005 is ten students more than the Fall 2004 blended count (this is not the 3-year average), salaries will increase an additional .25%.

APPENDIX B

BENEFITS:

- A. Upon application by the employee, the Board shall provide 100% of the monthly premium toward MESSA Choices II PAK as specified below for a full twelve-month period, for the employee's entire family. All part-time employees shall have their health insurance pro-rated in accordance with their length of service for the year.

Plan A: For employees needing health insurance:

| | |
|----------------------|------------------------------|
| Major Medical | Choices II |
| Long Term Disability | 60% |
| | \$3,500 maximum |
| | 180 Calendar - Modified Fill |
| | Freeze of Offsets |
| Delta Dental Plan | 100:90/90/90:\$1,500 |
| Negotiated Life | \$20,000 AD&D |
| Vision | VSP-3 |

Plan B: For employees not needing health insurance

| | |
|----------------------|----------------------|
| Delta Dental Plan | 100:90/90/90:\$1,500 |
| Negotiated Life | \$30,000 AD&D |
| Vision | VSP-3 |
| Long Term Disability | 60% |
| | Same as above |

- 1) Changes in family status shall be reported by the employee to the superintendent's office within 30 days of such a change. The employee shall be responsible for any over-payment of premiums made by the Board in his or her behalf for failure to comply with this paragraph.
- 2) Employees who have Board provided insurance are responsible to contact the insuring carrier within 30 days of termination for conversion provision available after termination.
- 3) An employee eligible for Medicare shall enroll for Medicare benefits (parts A & D) within 30 days of his or her first eligibility date. The employee shall be held responsible

for any overpayment of insurance premiums made by the Board for failure to comply with this paragraph.

- 4) All employees over age 65 will be given the option to elect primary coverage under the Board's Group Health Plan or Medicare. If the employee chooses the employer provided Group Health Plan, Medicare coverage will be secondary.
- 5) Employee is responsible for any deductible and/or prescription co-pay.
- 6) The prescription co-pay will be \$5.

B. The Board agrees to establish a Section 125 Cafeteria Plan and, upon application by employees not taking health insurance, agrees to pay the following amount as salary in lieu of health insurance:

- 1) \$150.92 per month for employees hired before the end of the 93-94 school year;
- 2) \$83.33 per month for employees hired after the end of the 93-94 school year.

If a husband and wife are both employed by the district, one will be eligible for the option, and one will be eligible for health insurance. Employees hired after the first day of school, in any given year and all part-time employees, shall have their options prorated in accordance with their length of service for the year.

C. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve month period commencing October 1, and ending September 30, even though the teacher may not be returning the next school year. The open enrollment period shall be jointly established by the Board, the Association and insurance company representative, including opportunities for summer pre-enrollment and fall open enrollment.

D. When necessary, premiums on behalf of the teachers shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instances where cost of coverage exceeds amounts of subsidy, the School Board shall make provisions for the excess to be payroll deductible.

E. The School Board will provide applications, claim materials and enrollment meeting dates for the above mentioned programs.

F. The Board of Education will pay the retirement cost of the teacher's salary to the State retirement system.

APPENDIX C

SCHOOL CALENDAR 2004-2005

| | |
|--|--|
| Mon., Aug. 30 | Staff In-service |
| Tue., Aug. 31 | First Day of Student Instruction |
| Fri., Oct. 8 | Staff In-service Day (No School) |
| Mon., Oct. 18 | Parent/Teacher Conferences (Evening-Elementary) |
| Tue., Oct. 19 | Parent/Teacher Conferences (Evening-Elementary) |
| Mon., Nov. 15 | Deer Season (No school) |
| Tues., Nov. 16 | Parent/Teacher Conferences (Evening-High School) |
| Wed., Nov. 17 | Parent/Teacher Conferences (Evening-High School) |
| Wed., Nov. 24 | Thanksgiving Vacation begins (Noon dismissal) |
| Thurs. & Fri., Nov. 25 & 26 | Thanksgiving Vacation (No School) |
| Wed., Dec. 8 | Inservice Day (Noon Dismissal) |
| Wed., Dec. 22 | Noon Dismissal |
| Thurs., Dec 23 through Dec. 31 | Christmas Vacation (No School) |
| Mon., Jan. 3 | School Resumes (Full Day of School) |
| Fri., Jan. 21 | End of First Semester (Noon Dismissal) |
| Fri., Feb. 4 | Inservice Day (Noon Dismissal) |
| Thurs., Mar 10 | Inservice Day (Noon Dismissal) |
| Mon., Mar. 14 | Parent/Teacher Conferences (Evening-Elementary/High) |
| Tues., Mar. 15 | Parent/Teacher Conferences (Evening-Elementary/High) |
| Fri., Mar. 25 through Fri., April 1 | Spring Break (No School) |

| | |
|--------------------------------|-------------------------------------|
| Fri., Apr 15 | Inservice Day (Noon Dismissal) |
| Mon., May 30 | Memorial Day (No School) |
| Fri., May 27 | Commencement 8:00 p.m. |
| Thurs., June 2 | Last Day of School (Noon Dismissal) |
| Total Instructional Days – 178 | |

SCHOOL CALENDAR
2004 – 2005

| <u>Aug/Sept</u> | <u># Days</u> | | <u># Days</u> |
|-----------------|---------------|-------------|---------------|
| 31-03 (3) | 3 | Feb. 01-04 | 4 |
| 06-10 (6) | 4 | 07-11 | 5 |
| 13-17 | 5 | 14-18 | 5 |
| 20-24 | 5 | 21-25 | 5 |
| 27-30 | <u>4</u> | 28 | <u>1</u> |
| | 21 | | 20 |
| Oct. 01 | 1 | March 01-04 | 4 |
| 04-08 (8) | 4 | 07-11 | 5 |
| 11-15 | 5 | 14-18 | 5 |
| 18-22 | 5 | 21-25 | 4 |
| 25-29 | <u>5</u> | 28-31 | <u>0</u> |
| | 20 | | 18 |
| Nov. 01-05 | 5 | April 01 | 0 |
| 08-12 | 5 | 04-08 | 5 |
| 15-19 (15) | 5 | 11-15 | 5 |
| 22-26 (25,26) | 3 | 18-22 | 5 |
| 29-30 | <u>2</u> | 25-29 | <u>5</u> |
| | 19 | | 20 |
| Dec. 01-03 | 3 | May 02-06 | 5 |
| 06-10 | 5 | 09-13 | 5 |
| 13-17 | 5 | 16-20 | 5 |
| 20-22 | 3 | 23-27 | 5 |
| 23-31 | <u>0</u> | 30-31 (30) | 1 |
| | 16 | | 21 |
| Jan. 03-07 | 5 | June 01-02 | 2 |
| 10-14 | 5 | | |
| 17-21 | 5 | | |
| 24-28 | 5 | | |
| 31 | <u>1</u> | | |
| | 21 | | |

178 Instructional Days

5 In-Service Days as follows:

2 Days, during the week prior to the first week of school: 1st for the EUP-wide In-Service (voluntary); 2nd for ECS Staff Orientation.

1 In-Service Day, as provided in the EUPISD Common calendar (2nd Friday in October).

1 In-Service Day, divided one day per month, on different days, from 3:17 – 4:00.

2 – ½ Days In-Service, to be used for School Improvement activities. Dates and content to be determined by the Administration and Committee of Teachers.

Any make-up days required beyond the two days allowed, will be made up at the end of the year.

School Calendar 2005-2006

| | |
|--------------------------------------|--|
| Mon. Aug. 29 | Staff In-Service |
| Tue. Aug 30 | First Day of Student Instruction |
| Fri. Oct. 21 | Staff In-Service Day (No School) |
| Mon. Oct 24 | Parent/ Teacher Conferences (Evening-Elementary) |
| Tues. Oct. 25 | Parent/ Teacher Conferences (Evening-Elementary) |
| Fri. Nov. 4 | Staff In-Service Day (Noon Dismissal) |
| Tues. Nov. 15 | Deer Season |
| Wed. Nov. 16 | Parent/Teacher Conferences (Evening-High School) |
| Thurs. Nov. 17 | Parent/Teacher Conferences (Evening-High School) |
| Wed. Nov. 23 | Thanksgiving Vacation begins (Noon Dismissal) |
| Thurs. & Fri. Nov. 24 & 25 | Thanksgiving Vacation (No School) |
| Fri. Dec. 9 | Staff In-Service Day (Noon Dismissal) |
| Dec. 22 | (Noon Dismissal) |
| Dec. 23 through Jan. 3 | Christmas Vacation (No School) |
| Tues. Jan. 3 | School Resumes (Full Day of School) |
| Fri. Jan. 20 | End of First Semester (Noon Dismissal) |
| Fri. Feb. 10 | Staff In-Service Day (Noon Dismissal) |
| Fri. Mar. 10 | Staff In-Service Day (Noon Dismissal) |
| Mon. Mar. 13 | Parent/Teacher Conferences (Evening-Elementary/High) |
| Tues. Mar. 14 | Parent/Teacher Conferences (Evening-Elementary/High) |
| Fri. Mar. 24 | Spring Break Begins (Noon Dismissal) |
| Mon. Mar. 27 through Fri. Mar. 31 | Spring Break (No School) |

| | |
|--------------------------------|-------------------------------------|
| Fri. Apr. 14 | Easter Break (No School) |
| Fri. May 26 | Commencement (8:00) |
| Mon. May 29 | Memorial Day (No School) |
| Thurs. June 1 | Last Day of School (Noon Dismissal) |
| Total Instructional Days – 178 | |

SCHOOL CALENDAR
2005 – 2006

| | # Days | | # Days |
|---------------|----------|-------------|----------|
| Sept. 30-02 | 3 | Feb. 01-03 | 3 |
| 05-09 | 4 | 06-10 | 5 |
| 12-16 | 5 | 13-17 | 5 |
| 19-23 | 5 | 20-24 | 5 |
| 26-30 | <u>5</u> | 27-28 | <u>2</u> |
| | 22 | | 20 |
| Oct.01-02 | 0 | March 01-03 | 3 |
| 03-07 | 5 | 06-10 | 5 |
| 10-14 | 5 | 13-17 | 5 |
| 17-21 (21) | 4 | 20-24 | 5 |
| 24-28 | 5 | 27-31 | <u>0</u> |
| 31 | <u>1</u> | | 18 |
| | 20 | | |
| Nov. 01-04 | 4 | April 00-01 | 0 |
| 07-11 | 5 | 03-07 | 5 |
| 14-18 (15) | 4 | 10-14 (14) | 4 |
| 21-25 (24,25) | 3 | 17-21 | 5 |
| 28-30 | <u>3</u> | 24-28 | <u>5</u> |
| | 19 | | 19 |
| Dec. 01-02 | 2 | May 01-05 | 5 |
| 05-09 | 5 | 08-12 | 5 |
| 12-16 | 5 | 15-19 | 5 |
| 19-23 | 4 | 22-26 | 5 |
| 24-31 | <u>0</u> | 29-31 (29) | <u>2</u> |
| | 16 | | 22 |
| Jan. 00-01 | 0 | June 01 | <u>1</u> |
| 02-06 (2) | 4 | | 1 |
| 16-20 | 5 | | |
| 23-27 | 5 | | |
| 30-31 | <u>2</u> | | |
| | 21 | | |

178 Instructional Days

5 In-Service Days as follows:

1 Day, for ECS Staff Orientation.

1 In-Service Day, as provided in the EUPISD Common calendar (2nd Friday in October).

1 In-Service Day, divided one day per month, on different days, from 3:20 – 4:05.

2 Days–(4) ½ Days In-Service, to be used for School Improvement activities. Dates and content to be determined by the Administration and Committee of Teachers (SI Team) .

Any make-up days required beyond the 30 hrs. allowed, will be made up at the end of the year.

APPENDIX D

ATHLETIC SCHEDULE (for coaches hired after 12/2003):

| <u>FOOTBALL</u> | <u>% OF B.A. SCHEDULE up to Step 10 based on years of experience in the position</u> |
|-------------------------|--|
| Varsity | 11.0% |
| Var. Ass't/JV | 6.8 |
| J.V. Ass't | 4.7 |
| <u>BASKETBALL</u> | |
| Varsity | 11.0 |
| J.V. | 6.8 |
| 8th Grade | 4.2 |
| 7th Grade | 4.2 |
| Elem (1 Boys) | 3.5 |
| Elem (1 Girls) | 3.5 |
| <u>TRACK</u> | |
| Varsity | 6.8 |
| Jr.High | 3.5 |
| <u>VOLLEYBALL</u> | |
| Varsity | 11.0 |
| J.V. | 6.8 |
| Jr. High | 3.0 |
| <u>CHEERLEADING</u> | |
| Varsity (Football) | 2.75 |
| Varsity (Basketball) | 2.75 |
| Jr. High/Elem | 3.0 |

Coaches currently employed will be grand fathered at the 2003 athletic schedule (% and experience) until leaving their current coaching position (see following page).

EXPERIENCE

- 1) All coaching salaries will be based on a percentage of the E.A. salary schedule up to step 10 based on years of experience in the position at Engadine Consolidated Schools.

- 2) If the total number of eligible athletes on the Junior High or High School boys and girls Track teams is 15 or less, or if the number of either boys or girls on their respective teams is 5 or less, only one coach will be employed for that season, to coach both teams. The Athletic Director will select the coach to be employed.

If the total number of eligible athletes on the Junior High basketball and volleyballs teams is 12 or less, or if the number of either boys or girls on their respective teams is 5 or less, only one coach will be employed for that season, to coach both teams. The Athletic Director will select the coach to be employed.

- 3) On a yearly basis, within thirty (30) days, of the conclusion of any sport season the coach will

indicate in writing whether he/she wishes to be considered for the same position the following year.

- 4) If one coach is employed for 7th and 8th grade boys basketball, 7th and 8th grade girls basketball, or 7th and 8th grade volleyball, that coach will be paid only one salary if the teams are combined for games, or two salaries if the teams have separate games.
- 5) Any person wishing to volunteer for a vacant position may submit a letter of intent to a committee consisting of a member of the association, chosen by the association, a board member chosen by the board, the athletic director, and the superintendent. The Board has the right to accept or reject any or all candidates for the position. The superintendent shall be the chairperson of the committee.

ATHLETIC SCHEDULE (for coaches hired before 12/2003):

| | <u>Years Coaching in Position at Engadine</u> | | |
|----------------------------|---|-------------|--------------|
| | <u>1-5</u> | <u>6-10</u> | <u>11-up</u> |
| <u>FOOTBALL</u> | <u>% OF B.A. SCHEDULE</u> | | |
| Varsity | 10.5% | 11.0% | 11.5% |
| Var. Ass't | 6.3 | 6.8 | 7.3 |
| J.V. | 6.3 | 6.8 | 7.3 |
| J.V. Ass't | 4.2 | 4.7 | 5.2 |
| <u>BASKETBALL</u> | | | |
| Varsity | 10.5 | 11.0 | 11.5 |
| J.V. | 6.3 | 6.8 | 7.3 |
| C-Team | 4.7 | 5.2 | 5.7 |
| 8th Grade | 3.7 | 4.2 | 4.7 |
| 7th Grade | 3.7 | 4.2 | 4.7 |
| Elem (1 Boys) | 3.0 | 3.5 | 4.0 |
| Elem (1 Girls) | 3.0 | 3.5 | 4.0 |
| <u>TRACK</u> | | | |
| Varsity | 6.3 | 6.8 | 7.3 |
| Var.Ass't | 4.2 | 4.7 | 5.2 |
| Jr.High | 3.0 | 3.5 | 4.0 |
| <u>VOLLEYBALL</u> | | | |
| Varsity | 10.5 | 11.0 | 11.5 |
| J.V. | 6.3 | 6.8 | 7.3 |
| Jr. High | 2.5 | 3.0 | 3.5 |
| <u>BASEBALL</u> | | | |
| Varsity | 6.3 | 6.8 | 7.2 |
| J.V. | 4.2 | 4.7 | 5.2 |
| <u>CHEERLEADING</u> | | | |
| Varsity | 5.0 | 5.5 | 6.0 |
| Jr. High/Elem | 2.5 | 3.0 | 3.5 |

All figures are percentages of the B.A. Schedule which are based on years of coaching experience with a maximum of ten years of experience.

APPENDIX E

NON-ATHLETIC SCHEDULE

% Of BA Schedule to Step 10 - Based upon years experience in the activity:

| | |
|--|---|
| Music (part of music teacher's assignment) | 10% |
| Yearbook (No Yearbook Class) | 4% |
| Yearbook (W/Yearbook Class) | 3% |
| School Paper | 2.5% |
| Class Play (No work in class) | 3.5% |
| Class Play (Work in Class) | 2.5% |
| All other clubs as approved by the Board | % based on time spent compared to other activities listed, but in no event less than .5% |

| Senior Class Advisor ** ~~6%~~

School Function Advisor 2%

Class Trip Advisor 4%

| Junior Class Advisor ** ~~4%~~

School Function Advisor 2%

Class Trip Advisor 2%

Sophomore Class Advisor 2.5%

Freshman Class Advisor 1.5%

8th Grade Class Advisor .75%

7th Grade Class Advisor .75%

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All schedule E positions are voluntary annual appointments, and are not tenured positions. Should sufficient volunteers (teachers, other staff members) not be available to fill the class advisor positions, teachers shall be appointed on a rotational basis. Teachers may agree to share such positions. In cases of shared responsibility, the compensation shall be based on the experience step of the more experienced member and shall be divided as mutually agreed to by the individuals involved. Pay for class advisor shall be based on experience at that grade level.

** Should the Senior and/or Junior Class Advisors so desire, a Replacement Trip Advisor may be presented to the Board by the preceding April for approval. It will be the responsibility of the Senior or Junior Class Advisor to find the replacement.

HOURLY RATE

| | |
|--------------------------|--|
| Driver's Education | \$16.50 Per hour |
| Prep Time (max.15 hours) | \$16.50 Per hour |
| Driving Time | \$16.50 Per hour |
| Bus Trips | \$15.00 less than 150 miles round trip |
| | \$20.00 over 150 miles round trip |
| | \$5.50 per meal |
| Extra Duty Events* | \$18.00 per event |

* These events include the following:

1. Workers at athletic events.
2. Workers at musical performances.
3. Extra-duty scheduled by the principal that is not included in coaching, class advisor, or other paid activities.

APPENDIX F

SUPERVISION OF LOCKER ROOMS IN CO - EDUCATIONAL P.E. CLASSES

In the absence of available Teacher Aides, a student cadet of the opposite sex of the teacher in charge of the Physical Educational Class, at the request of the teacher, will be appointed to supervise the locker room of the opposite sex of the teacher.

Teachers will be allowed to sign a statement indicating their non-liability for incidents that occur in a locker room occupied by students of the opposite sex of the teacher in charge of the Physical Education Class.

APPENDIX G

GRIEVANCE REPORT:

Grievance #

School District Distribution

1. Superintendent
2. Principal
3. Association

GRIEVANCE REPORT

Submit to Principal in Duplicate

| | | | |
|-----------------|-------------------|-------------------------|-------------------|
| <u>Building</u> | <u>Assignment</u> | <u>Name of Grievant</u> | <u>Date Filed</u> |
|-----------------|-------------------|-------------------------|-------------------|

Step I

A. Date Cause of Grievance Occurred

B. Statement of Grievance

Relief Sought

Signature _____ Date

(if additional space is needed in reporting the above, use an additional sheet.)

C. Disposition by Principal

Signature of Principal _____ Date

D. Position of Grievant and/or Association

Signature _____ Date

Step II

A. Date Received by Superintendent or Designee

B. Disposition of Superintendent or Designee

Signature _____ Date

C. Position of Grievant and/or Association

Signature _____ Date

Step III

A. Date Received by Board of Education or Designee

B. Disposition by Board

Signature _____ Date

C. Position of Grievant and/or Association

Signature _____ Date

Step IV

A. Date Submitted to Arbitration

B. Disposition and Award of Arbitrator

Signature _____ Date of Decision

NOTE: All provisions of Article XVIII of the Agreement dated _____20__, will be strictly observed in the settlement of the Grievances.

APPENDIX H

MENTOR TEACHER

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of PA 335 (1993) and shall perform the duties of a Master Teacher as specified in the act.
- B. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration after consultation with the Association. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. Mentor Teachers shall be assigned in accordance with the following:
 - 1) The ultimate and overriding criteria used in selecting a Mentor Teacher will be the candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.
 - 2) The Mentor Teacher shall be a tenured teacher within the bargaining unit (whenever possible).
 - 3) Participation as a Mentor Teacher shall be voluntary.
 - 4) The District shall notify the Association, in writing, of those members requiring a mentor assignment or any affected member whose classroom assignment has changed.
 - 5) Mentor Teachers and Mentees shall work in the same building (elementary, middle, high school) and have the same area of certification (whenever possible).
 - 6) The Mentee shall be assigned to only one (1) Mentor Teacher at a time.
 - 7) The Mentor Teacher assignment shall be for one (1) year, subject to review by the Administration, Mentor Teacher and Mentee after three (3) months. The appointment may be renewed in succeeding years.
 - 8) A Mentor Teacher shall be assigned to only one (1) mentee at a time.
- D. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentor Teacher. This article does not apply to unethical, illegal or immoral activities on the part of either the mentor or mentee.
- E. Upon request, the Administration shall make available reasonable release time so the Mentor Teacher

may work with the Mentee in his/her assignment during the regular workday and school calendar year. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.

Suggested standards for release time will be the configuration of up to six (6) hours per month for the first year, up to four (4) hours every other month in the second year, and up to four (4) hours every three months in the third year. Requests for greater time spent with the Mentee will be addressed with the building principal. It is also understood that time between the Mentor Teacher and the Mentee will necessarily take place beyond the normal working day to establish this collaborative relationship. Time commitments beyond this minimum may be subject to revision due to state mandates. This provision is a suggested standard and will not be a factor in the decision to retain or dismiss a mentee.

- F. Mentees shall be provided with a minimum of fifteen (15) days of professional activities during their first three (3) years of classroom teaching. Professional development shall be scheduled within the parameters of the regular workday and work year. Such professional development activities will be chosen with the concurrence of the Mentor Teacher, Mentee and Administration.
- G. The Mentor teacher shall be compensated at the rate of \$400 at the end of the school year.

ARTICLE XXVI

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2006. This agreement shall not extend orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

Dated _____